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3 Ray C. Schrok, P.C. (*pro hac vice*)
(ray.schrok@weil.com)
4 Jessica Liou (*pro hac vice*)
(jessica.liou@weil.com)
5 Matthew Goren (*pro hac vice*)
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6 New York, NY 10153-0119
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Jane Kim (#298192)
10 (jkim@kellerbenvenutti.com)
650 California Street, Suite 1900
11 San Francisco, CA 94108
Tel: 415 496 6723
12 Fax: 650 636 9251

13 *Attorneys for Debtors
and Debtors in Possession*
14

15 **UNITED STATES BANKRUPTCY COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
17 **SAN FRANCISCO DIVISION**

18
19 **In re:**

20 **PG&E CORPORATION,**

21 **- and -**

22 **PACIFIC GAS AND ELECTRIC
COMPANY,**

23 **Debtors.**

24 Affects PG&E Corporation
25 Affects Pacific Gas and Electric Company
26 Affects both Debtors

27 * *All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

28 Bankruptcy Case

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO
EXTENSION OF DEADLINE TO
ASSUME OR REJECT CERTAIN
NONRESIDENTIAL REAL
PROPERTY LEASES PURSUANT
TO 11 U.S.C. § 365(d)(4)**

1 PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the
2 “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned
3 chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property
4 listed in Exhibit A, hereby submit this stipulation (the “**Stipulation**”) consenting to a further
5 extension of time for the Debtors to assume or reject unexpired leases of nonresidential real
6 property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the
7 “**Bankruptcy Code**”), and represent and agree as follows:

8 **RECITALS**

9 A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the
10 Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the
11 “**Bankruptcy Court**”).

12 B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court
13 extended the time for the Debtors to assume or reject nonresidential real property leases to August
14 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

15 C. The Debtors propose to seek a further extension of time for the Debtors to
16 reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order
17 requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

18 D. The Lessor agrees to provide the Debtors with such consent.

19 NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY
20 STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE
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22 THAT:

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26 nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the
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28 reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and including the Extended Deadline.

3. No further consent of Lessor shall be required for the sole purpose of granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy Code, including beyond the Extended Deadline.

4. Nothing contained in this Stipulation or any actions taken by the Debtors pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases, are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject, and/or seek any other related relief with respect to any contract or lease; or (f) an alteration, amendment, or other modification of the terms of the Leases.

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6. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to and in accordance with this Stipulation.

7. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the provisions of this Stipulation.

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EXECUTION PAGE

Dated: July 2, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: Jane Kim

Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: July 31 / 2019

LESSOR

By: Joanne Dale

Capacity: Attorneys for Lessor/Lessor+
Authorized Officer of Lessor

Signatory Name: JOANNE DALE
MANAGING MEMBER
SONOMA VALLEY CENTER, LLC

Signatory Address:

P.O. Box 2745
ANTIOCH CA 94531

EXHIBIT A

Name of Lessor: SONOMA VALLEY CENTER, LLC

Property Address: 500 West Napa, Suite 526A & 526B
Sonoma, CA 95476

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EXECUTION PAGE

Dated: June 12, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: July 18 / 2019

LESSOR

By: J. A. Blake
Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

James A. Blake

Signatory Address:

1510 Fashion Island Blvd
Suite 380
San Mateo CA 94404

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EXECUTION PAGE

Dated: June 6, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: _____ / _____ / 2019

LESSOR

By: Steven F. Potter & Diann P. Potter

Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

STEVEN F POTTER & DIANN P. POTTER

Signatory Address:

911 Oleander Ct.

WASCO, CA 93280

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EXHIBIT A

Name of Lessor: STEVEN F. POTTER & DIANN P. POTTER

Property Address: 1136 and 1140 7th Street
Wasco, CA 93280

1 WEIL, GOTSHAL & MANGES LLP
2 Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
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Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: 5 / 6 / 2019

LESSOR

By: Mark A. Bell, Esq.
Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

General Partner, Hammarby Ltd

Signatory Address:

PO Box 151616

SAN PEDRO, CA 94915-1822

EXHIBIT A

Name of Lessor: STEMKEN PARK

Property Address: 3200 Dutton Ave., Units 213 & 214
Santa Rosa, CA 95407

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153-0119

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EXECUTION PAGE

Dated: June 6, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: */s/ Jane Kim*

Jane Kim

Attorneys for Debtors and Debtors in Possession

Dated: 6 / 13 / 2019

LESSOR

By:

Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

Edward A. Barron

Signatory Address:

2800 W. March Ln Ste. 360

Stockton, CA 95219

EXHIBIT A

Name of Lessor: STOCKTON CITY CENTER 16, LLC

Property Address: 220 Channel St.
Stockton, CA 95202

1 WEIL, GOTSHAL & MANGES LLP
2 Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
3 Ray C. Schrok, P.C. (*pro hac vice*)
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4 Jessica Liou (*pro hac vice*)
(jessica.liou@weil.com)
5 Matthew Goren (*pro hac vice*)
(matthew.goren@weil.com)|
6 767 Fifth Avenue
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Fax: 212 310 8007

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9 Tobias S. Keller (#151445)
(tkeller@kellerbenvenutti.com)
10 Jane Kim (#298192)
(jkim@kellerbenvenutti.com)
11 650 California Street, Suite 1900
12 San Francisco, CA 94108
Tel: 415 496 6723
Fax: 650 636 9251

*Attorneys for Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- Affects PG&E Corporation
- Affects Pacific Gas and Electric Company
- Affects both Debtors

* All papers shall be filed in the Lead Case, No. 19-30088 (DM).

Bankruptcy Case

No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO
EXTENSION OF DEADLINE TO
ASSUME OR REJECT CERTAIN
NONRESIDENTIAL REAL
PROPERTY LEASES PURSUANT
TO 11 U.S.C. § 365(d)(4)**

1 PG&E Corporation ("PG&E Corp") and Pacific Gas and Electric Company (the
2 "Utility", and together the "Debtors") as debtors and debtors in possession in the above-captioned
3 chapter 11 cases (the "Chapter 11 Cases"), and the lessor (the "Lessor") of the real property
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25
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EXECUTION PAGE

Dated: June 12, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: June / 13 / 2019

LESSOR

By:

Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

Stephen Henderson

Signatory Address:

340 Palisado Parkway Ste 521
Folsom CA 95630

EXHIBIT A

Name of Lessor: STONERIDGE WESTBRIDGE SHOPPING CENTER, LLC

Property Address: 2230 Lake Washington Blvd., Suite 120
West Sacramento, CA 95691

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153-0119

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(ray.schrok@weil.com)
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Tel: 212 310 8000
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Tel: 415 496 6723
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13 *Attorneys for Debtors
and Debtors in Possession*

15 **UNITED STATES BANKRUPTCY COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
17 **SAN FRANCISCO DIVISION**

19 **In re:**

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21 **- and -**

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COMPANY,**

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Bankruptcy Case

No. 19-30088 (DM)

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(Lead Case)

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EXTENSION OF DEADLINE TO
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PROPERTY LEASES PURSUANT
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Dated: July 9, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: July / 31 / 2019

LESSOR

Kevin Trimm

Signatory Address:

3930 Sierra College Blvd.
Loomis, CA 95650

EXHIBIT A

Name of Lessor: STT INVESTMENTS, LLC

Property Address: 3930 Sierra College Blvd.
Loomis, CA

1 WEIL, GOTSHAL & MANGES LLP
2 Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
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Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: _____ / ____ / 2019

LESSOR

By: Jane Kim, Managing Partner

Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:



Signatory Address:

1350 E. LASSEN AVE.
CYCA, CA 95973

EXHIBIT A

Name of Lessor: T.W. DU FOUR AND ASSOCIATES

Property Address: 470 Rio Lindo Ave., Suites 1 and 2
Chico, CA 95926

1 WEIL, GOTSHAL & MANGES LLP
2 Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
3 Ray C. Schrok, P.C. (*pro hac vice*)
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(Lead Case)

(Jointly Administered)

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EXECUTION PAGE

Dated: July 9, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: July 12/2019

LESSOR

By: T.W. Dutra & Associates

Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

Signatory Address:

1350 E. 14th Street
Chico, CA 95973

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EXHIBIT A

Name of Lessor: T.W. DuFour and Associates
Address: 470 Rio Lindo Ave.
Chico, CA

1 WEIL, GOTSHAL & MANGES LLP
2 Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
3 Ray C. Schrok, P.C. (*pro hac vice*)
(ray.schrok@weil.com)
4 Jessica Liou (*pro hac vice*)
(jessica.liou@weil.com)
5 Matthew Goren (*pro hac vice*)
(matthew.goren@weil.com)|
6 767 Fifth Avenue
7 New York, NY 10153-0119
Tel: 212 310 8000
Fax: 212 310 8007

8 KELLER & BENVENUTTI LLP
9 Tobias S. Keller (#151445)
(tkeller@kellerbenvenutti.com)
10 Jane Kim (#298192)
(jkim@kellerbenvenutti.com)
11 650 California Street, Suite 1900
San Francisco, CA 94108
12 Tel: 415 496 6723
Fax: 650 636 9251

13 *Attorneys for Debtors
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

Bankruptcy Case

20 PG&E CORPORATION,

No. 19-30088 (DM)

21 - and -

Chapter 11

22 PACIFIC GAS AND ELECTRIC
COMPANY,

(Lead Case)

Debtors.

(Jointly Administered)

- Affects PG&E Corporation
- Affects Pacific Gas and Electric Company
- Affects both Debtors

**STIPULATION CONSENTING TO
EXTENSION OF DEADLINE TO
ASSUME OR REJECT CERTAIN
NONRESIDENTIAL REAL
PROPERTY LEASES PURSUANT
TO 11 U.S.C. § 365(d)(4)**

* All papers shall be filed in the Lead Case, No. 19-30088 (DM).

1 PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the
2 “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned
3 chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property
4 listed in Exhibit A, hereby submit this stipulation (the “**Stipulation**”) consenting to a further
5 extension of time for the Debtors to assume or reject unexpired leases of nonresidential real
6 property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the
7 “**Bankruptcy Code**”), and represent and agree as follows:

8 **RECITALS**

9 A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the
10 Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the
11 “**Bankruptcy Court**”).

12 B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court
13 extended the time for the Debtors to assume or reject nonresidential real property leases to August
14 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

15 C. The Debtors propose to seek a further extension of time for the Debtors to
16 reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order
17 requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

18 D. The Lessor agrees to provide the Debtors with such consent.

19 NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY
20 STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE
21 UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER
22 THAT:

23 1. The Lessors consent to, and this Stipulation hereby constitutes “prior written
24 consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an
25 extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any
26 nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the
27 earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a
28 reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

1 2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within
2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and
3 including the Extended Deadline.

4 3. No further consent of Lessor shall be required for the sole purpose of
5 granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to
6 the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy
7 Code, including beyond the Extended Deadline.

8 4. Nothing contained in this Stipulation or any actions taken by the Debtors
9 pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to
10 the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors'
11 rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any
12 particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases,
13 are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under
14 the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject,
15 and/or seek any other related relief with respect to any contract or lease; or (f) an alteration,
16 amendment, or other modification of the terms of the Leases.

17 5. This Stipulation may be executed in multiple counterparts, each of which
18 shall be deemed an original but all of which together shall constitute one and the same instrument.

19 6. The Debtors are authorized to take all actions necessary to effectuate the
20 relief granted pursuant to and in accordance with this Stipulation.

21 7. The terms and conditions of this Stipulation shall be immediately effective
22 and enforceable upon its entry.

23 8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the
24 provisions of this Stipulation.

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EXECUTION PAGE

Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: July 19 / 2019

LESSOR

By: John Smith
Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

Jay Schengel, Finance Director

Signatory Address:

1033 Fifth St

Claris CA 93612

EXHIBIT A

Name of Lessor: THE CITY OF CLOVIS

Property Address: 3455 Lind Avenue
Clovis, CA 93612

1 WEIL, GOTSHAL & MANGES LLP
2 Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
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16 **NORTHERN DISTRICT OF CALIFORNIA**
17 **SAN FRANCISCO DIVISION**

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21 **- and -**

22 **PACIFIC GAS AND ELECTRIC
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24 Affects PG&E Corporation
25 Affects Pacific Gas and Electric Company
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27 * *All papers shall be filed in the Lead Case,
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Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

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EXECUTION PAGE

Dated: June 6, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: 8 / 9 / 2019

LESSOR

By: John T. Scarpulla

Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name: _____

Signatory Address:

707 3rd Street

West Sacramento, CA

95605-

EXHIBIT A

Name of Lessor: THE STATE OF CALIFORNIA

Property Address: 1425 Clay Street
Oakland, CA 94612